

***AGREEMENT
BETWEEN
THE UNITED STATES NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION (NOAA)
AND
THE EUROPEAN ORGANISATION
FOR THE
EXPLOITATION OF METEOROLOGICAL
SATELLITES (EUMETSAT)
ON
ACCESS TO IMAGES AND METEOROLOGICAL DATA
DISTRIBUTION MATERIAL FROM THE EUMETSAT
GEOSTATIONARY METEOSAT SECOND
GENERATION SATELLITES***

Preamble

The United States National Oceanic and Atmospheric Administration (hereinafter referred to as "NOAA"),

and

The European Organisation for the Exploitation of Meteorological Satellites, established by the Convention opened for signature in Geneva on 24 May 1983 and entered into force on 19 June 1986, as amended by the Amending Protocol attached to Council Resolution EUM/C/Res. XXXVI, which entered into force on 19 November 2000 (hereinafter referred to as "EUMETSAT"),

RECALLING that NOAA is responsible for the United States National Weather Service (NWS) and the United States National Environmental Satellite, Data, and Information Service (NESDIS);

RECALLING that NOAA and EUMETSAT have enjoyed long-standing and fruitful cooperation in the field of Earth observation for meteorological purposes, witnessed by their cooperation in the development and operation of geostationary meteorological satellites;

RECALLING that NOAA has provided data from the United States geostationary and polar-orbiting operational meteorological and environmental satellites for use by EUMETSAT and its Member States for more than thirty years, and that this provision will continue in the future;

RECALLING that EUMETSAT holds full ownership and all utilisation rights of the EUMETSAT meteorological satellites and their data;

RECALLING that NOAA and EUMETSAT signed on 20 August 1993, a Cooperation Agreement on Backup of Operational Geostationary Meteorological Satellite Systems;

RECOGNISING the essential role meteorological and environmental satellite data have in operational meteorological applications, including global weather forecasting and their contribution to research;

TAKING INTO ACCOUNT that the launch of the first satellite of the EUMETSAT geostationary Meteosat Second Generation (MSG) satellite series took place in August 2002, and that MSG operations are planned to start during the second half of 2003;

BEARING IN MIND that the EUMETSAT Council has adopted EUMETSAT Principles on Data Policy in Council Resolution EUM/C/98/Res. IV;

RECALLING that NOAA and EUMETSAT signed on 12/20 July 1995 an Agreement on Access to Images from the EUMETSAT Geostationary Meteorological Satellites and that, upon expiry of this Agreement, NOAA and EUMETSAT signed on 19 July 2000 an Agreement on Access to Images and Meteorological Data Distribution Material from the EUMETSAT Geostationary Meteorological Satellites which will be in force until the end of operations of the geostationary Meteosat satellite series;

NOTING that NOAA has expressed interest in receiving real-time access to MSG image data and Meteorological Data Distribution (MDD) material disseminated through the EUMETSAT MSG satellites;

HAVE AGREED AS FOLLOWS:

**Article 1
Purpose**

The purpose of this Agreement is to grant NOAA access to all Image Data and MDD Material from the EUMETSAT geostationary MSG satellites while setting forth terms and conditions for the use and redistribution of these data and material.

**Article 2
Scope**

This Agreement applies to all EUMETSAT MSG Image Data and MDD Material received directly from EUMETSAT geostationary MSG satellites except where such satellites are providing emergency backup support in accordance with the agreement between NOAA and EUMETSAT of 20 August 1993.

**Article 3
Definitions**

1. "EUMETSAT MSG Image Data" means all Meteosat Second Generation (MSG) digital image data generated by EUMETSAT's MSG satellites and disseminated by EUMETSAT via the High Rate Image Transmission (HRIT) and Low Rate Image Transmission (LRIT) dissemination for direct reception by High Rate User Stations (HRUS) and Low Rate User Stations (LRUS).
2. "MDD Material" means meteorological information and charts disseminated by EUMETSAT via LRIT for direct reception by LRUS.
3. "NOAA Official Duty Use" means use by NOAA itself and/or by its Affiliates in fulfilment of a public mandate, including research but excluding any commercial activity.
4. "NOAA Affiliate" means any US Federal, state or local governmental agency, or any organisation formally associated with these government units in carrying out their programmes.
5. "Use" means reception and/or processing and/or transformation and/or dissemination in recognisable form of data covered by this Agreement.
6. The "Territory" shall mean the territory of the United States of America, including its maritime exclusive economic zone as defined in the Convention on the Law of the Sea.

Article 4 Data Policy

1. All six-hourly EUMETSAT MSG Image Data (collected at main synoptic hours) shall be broadcasted unencrypted and shall be available without fee for any use.
2. All three-hourly EUMETSAT MSG Image Data (collected at synoptic hours) shall be available, through NOAA, without fee for any use within the Territory.
3. The full set of EUMETSAT MSG Image Data disseminated via HRIT and the reduced set of EUMETSAT MSG Image Data disseminated via LRIT shall be available without fee to NOAA and its Affiliates for Official Duty Use without territorial restriction.
4. EUMETSAT shall grant non-discriminatory access to EUMETSAT MSG Image Data for uses and users other than specified above in accordance with its Data Policy.
5. The MDD Material shall be available without fee to NOAA for use in accordance with WMO Resolution 40 (Cg-XII).
6. EUMETSAT shall ensure the availability of the required decryption key units at cost.
7. Any EUMETSAT MSG Image Data older than 24 hours are not subject to the limitations in this Article.

Article 5 Fees

The rights set out in Article 4 are granted free of charge in recognition of NOAA's contributions to the global satellite observing system and in recognition of the meteorological satellite data provided by NOAA to EUMETSAT and its Member States.

Article 6 Funding

There shall be no exchange of funds between NOAA and EUMETSAT unless otherwise agreed. Any financial obligations of NOAA and EUMETSAT under this Agreement are subject to the funding procedures of the respective Parties. The obligations of the Parties under this Agreement are subject to the availability of appropriated funds.

Article 7 Data Ownership and Protection

1. EUMETSAT shall retain ownership of all EUMETSAT MSG Image Data provided under this Agreement and shall be entitled to protect these data from unauthorised use by third parties through applicable intellectual property and unfair competition laws.
2. NOAA shall retain the marking "© [year] EUMETSAT" when transmitted as part of the EUMETSAT MSG Image Data stream.

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3. NOAA shall endeavour to ensure that whenever public use is made of EUMETSAT MSG Image Data, EUMETSAT shall be mentioned as the source.
4. EUMETSAT holds the full ownership and utilisation rights to the MSG dissemination channels and has full control over access to these channels. Ownership and Intellectual Property Rights to the MDD Material shall remain with the operator providing them to EUMETSAT for transmission.

Article 8 Liability

1. NOAA and EUMETSAT hereby waive any of their claims against each other for any injury to persons or damage to property arising out of this Agreement.
2. Except as otherwise expressly agreed, EUMETSAT shall have no commitment to the continuity or availability of any data or information covered by this Agreement or to the quality or suitability for any purpose of such data or information.

Article 9 NOAA Affiliates and Third Parties

1. NOAA shall inform its distributees of any limitations contained in Article 4 on their use and/or redistribution of the EUMETSAT MSG Image Data and the MDD Material.
2. On the request of EUMETSAT, NOAA shall immediately terminate the distribution of EUMETSAT MSG Image Data and MDD Material to any Affiliate or third party which violates the use restrictions in Article 4 of this Agreement. If EUMETSAT independently takes legal action against such third parties, NOAA shall assist EUMETSAT to the extent possible by providing any supporting documentation in NOAA's possession.
3. NOAA shall annually submit to EUMETSAT a list of the NOAA Affiliates and third parties to whom it provides access to EUMETSAT MSG Image Data and MDD Material.

Article 10 Settlement of Disputes

1. Any dispute in the interpretation or implementation of the terms of this Agreement shall be referred to the Director-General of EUMETSAT and the Assistant Administrator for Satellite and Information Services of NOAA.
2. Any dispute that cannot be settled by the Parties may, upon written agreement of the Parties, be submitted to conciliation, mediation, arbitration or other form of dispute resolution.

3. In the event that a dispute concerning the continuing use of EUMETSAT MSG Image Data or MDD Material in violation of the use restrictions of Article 4 of this Agreement cannot be settled by the Parties in accordance with paragraph 1 of this Article, EUMETSAT shall be entitled to deny NOAA access to any data provided under this Agreement without further notice.

Article 11

Entry into Force, Amendments, Termination, Duration

1. This Agreement shall enter into force upon signature of both Parties and shall remain in force for a period of five years.
2. The Agreement may be extended or amended by written agreement of the Parties.
3. This Agreement may be terminated by either Party by giving at least 30 day written notice.
4. Termination of this Agreement shall not affect a Party's continuing obligations under Articles 7 and 8 unless otherwise agreed by the Parties.

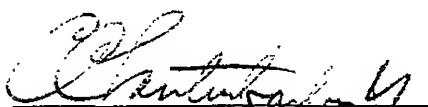
Article 12

Transfer of Agreement

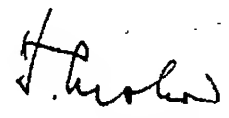
NOAA shall not transfer any rights or obligations under this agreement to a third party either in whole or in part.

DONE at Darmstadt, this 24th day of JUNE, 2003, in two originals in the English language.

FOR THE
UNITED STATES NATIONAL
OCEANIC AND ATMOSPHERIC
ADMINISTRATION:


Conrad C. Lautenbacher, Jr.
Vice Admiral, U.S. Navy (Ret.)
Under Secretary of Commerce for
Oceans and Atmosphere

FOR THE
EUROPEAN ORGANISATION FOR
THE EXPLOITATION OF
METEOROLOGICAL SATELLITES:



Dr. Tillmann Mohr
Director-General

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